

**INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT**

By and Between

Red River Telecom, Inc.

And

Sprint Spectrum L.P.

For the State of

North Dakota

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

This Interconnection and Reciprocal Compensation Agreement ("Agreement"), is entered into by and between Red River Telecom, Inc. ("LEC"), and Sprint Spectrum L.P., a Delaware limited partnership, d/b/a Sprint PCS ("Sprint"), with offices at 6200 Sprint Parkway Building 6, Overland Park, Kansas 66251 (each, a "Party" and collectively, "the Parties"), effective as provided below.

WHEREAS, Sprint is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Services provider.

WHEREAS, LEC asserts it is a rural telephone company holding a certificate of authority to provide local exchange telecommunication services in certain exchanges in the State of North Dakota.

WHEREAS, LEC and Sprint currently extend and desire to establish arrangements for indirect interconnection and the exchange of wireline to wireless and wireless to wireline Traffic between their respective networks (between Sprint's wireless network and LEC's network as an incumbent local exchange carrier) for the benefit of the Parties.

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of Traffic in accordance with the Act, and which is intended to supersede any previous arrangements between the Parties relating to such Traffic.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and LEC hereby agree that the following terms shall apply to the exchange of wireless and wireline Traffic between Sprint and LEC.

1. Definitions. As used in this Agreement, the following terms shall have the meanings specified in this Section. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. Terms, phrases and words not defined herein will be as defined in the Act or FCC regulations or construed in accordance with their customary usage in the telecommunications industry.

- 1.1. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended, including the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized orders and regulations of the FCC.

- 1.2. "Central Office Switch" means a switching facility from which telecommunications services are provided, including, but not limited to:

- 1.2.1. An "End-Office Switch," "End-Office," or "Host Switch" is used, among other things, to terminate telecommunications Traffic to End User Customers.

- 1.2.2. A "Tandem Switch" is used to interconnect trunk circuits between and among End-Office Switches, aggregation points, points of termination, or points of presence.
- 1.2.3. A "Mobile Switching Center" or "MSC" is the functional equivalent of a Tandem Switch and an End-Office Switch.
- 1.2.4. A "Host Remote Switching Arrangement" is an arrangement in which the LEC has deployed remote switches to serve LEC exchanges. Host switches are End Office Switches which process calls to/from remote switches. In a Host Remote Switching Arrangement, interconnection will occur at the LEC's Host Switch to exchange Traffic with LEC End User Customers served by remote switches.
- 1.3. "CMRS" or "Commercial Mobile Radio Service" is as defined in the Act.
- 1.4. "Commission" means the North Dakota Public Service Commission.
- 1.5. "Extended Area Service," "EAS" or "EAS Area" means the LEC's local calling area mandated by the Commission.
- 1.6. "End User" or "End User Customer" means a calling or called party which originates or terminates Traffic from either Party's network, including Traffic which is routed via a third-party Tandem Switch. Also included in End Users are Sprint customers which receive calls from LEC's End Users while roaming outside Sprint's service area, and other CMRS providers' End User Customers which use Sprint's network to terminate Traffic to LEC's End User Customers.
- 1.7. "IntraMTA Traffic" or "Subject Traffic" means traffic between the Parties' End User Customers, which, at the beginning of the call, originates and terminates within the same Major Trading Area. The origination or termination point on LEC's network shall be the End Office serving LEC's End User. The origination or termination point on Sprint's network shall be the cell site serving the Sprint End User at the beginning of the call.
- 1.8. "InterMTA Traffic" means traffic between the Parties' End User Customers, which at the beginning of the call, originates and terminates in different Major Trading Areas. The origination or termination point on LEC's network shall be the End Office serving LEC's End User. The origination or termination point on the Sprint network shall be the cell site serving the Sprint End User at the beginning of the call.
- 1.9. "Local Exchange Routing Guide" or "LERG" means the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information.

- 1.10. "Major Trading Area" or "MTA" means a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.
- 1.11. "Minutes Of Use" or "MOU" means utilization of either Party's network expressed in conversation minutes.
- 1.12. "NPA-NXX" means the central office code or thousand block assigned by the North American Numbering Plan Administrator.
- 1.13. "Rate Center" means a specific geographical point from which mileage measurement is determined for the application of message telephone end user charges.
- 1.14. "Reciprocal Compensation" means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the Transport and Termination on each carrier's network facilities of Subject Traffic that originates on the network facilities of the other carrier. (47 C.F.R. § 51.701(e)).
- 1.15. "Termination" means the switching of Traffic at the terminating carrier's End-Office Switch, or functionally equivalent facility, and the delivery of such Traffic to the called party.
- 1.16. "Traffic" means all InterMTA Traffic and Subject Traffic.
- 1.17. "Transport" means the transmission by a Party of Traffic from the point of interconnection to the terminating Party's End-Office Switch or MSC that directly serves the called End User Customer.
2. Interpretation and Construction. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal or state government authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such law, rule, regulation or guideline. The headings of the Sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

- 2.1. The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the rates to be charged for Transport and Termination of Subject Traffic or the types of arrangements prescribed by this Agreement.
3. Scope. This Agreement addresses Traffic indirectly exchanged between the Parties' respective networks via the Tandem Switching facilities of a third-party. If Sprint requests to augment the existing form of indirect interconnection with a two-way or one-way direct connection, the Parties agree to negotiate a separate agreement.
4. Transmission and Routing of Traffic.
- 4.1. The Parties agree to exchange Traffic via a third-party Tandem Switch. The Parties will mutually agree to the selection of the third-party Tandem Switch location and Tandem Switch provider.
- 4.2. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route Traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 4.3. The Parties expect that where feasible, Traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. Neither Party shall assess any rate or charge on the other for the exchange of SS7 signaling data. In-band signaling may be used if CSS/SS7 is not available.
- 4.4. Nothing in this Agreement shall prohibit Sprint from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the Sprint brand name and license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "Sprint PCS Traffic" when it originates on such extended network and terminates on the LEC network, and as "LEC Traffic" when it originates upon LEC network and terminates upon such extended network.
- 4.5. The Parties agree that the exchange of traffic on LEC's EAS routes will be considered Subject Traffic and compensation for such traffic shall be paid pursuant to the terms of this Agreement. EAS routes are the facilities to those exchanges within LEC's local calling area mandated by the Commission. An NXX assigned to Sprint that is associated with a LEC rate center shall be included in any EAS optional calling scope or similar program to the same extent as any other NXX in the same rate center. The Parties disagree as to which Party is responsible for any third-party transit charges which may apply for traffic routed in this manner. As of the Effective

Date, there are no such charges imposed. If following the Effective Date a third party seeks to impose or recover transit charges on this EAS-routed traffic, then the either Party may dispute its liability for payment of such charges, or its obligation to route such traffic via EAS routes, which dispute shall be subject to Section 15 below. Upon resolution of this issue, the Agreement shall be amended to reflect such resolution. Other Traffic originated by LEC's End Users will be routed to the End User's selected interexchange carrier.

4.5.1 The Parties expect that there will be only very limited porting of wireline-to-wireless numbers (LEC's End User migrating service to Sprint and retaining their number) between them. The Parties disagree on which Party is responsible for payment of third party costs (for example, third-party transit transport and tandem switching) associated with such traffic, and nothing in this Agreement is intended to resolve or commit either Party to a resolution of this issue. Each Party shall have the right to request resolution of this issue, at any time, pursuant to the Dispute Resolution Process provisions of this Agreement. Upon resolution of this issue, the Agreement shall be amended to reflect such resolution.

5. Rates and Charges.

5.1. The Parties agree to the rates referenced in Exhibit A for the services to be provided pursuant to this Agreement. The Parties agree the rates set forth in Exhibit A shall become effective as provided in Section 12 below.

5.1.1. Subject Traffic: Sprint and LEC shall reciprocally and symmetrically compensate one another for Subject Traffic terminated to their respective End User Customers at the rates set forth in Exhibit A.

5.2. InterMTA Traffic: The Parties contemplate that they may exchange InterMTA Traffic under this Agreement. Sprint shall compensate LEC for InterMTA Traffic at LEC's interstate switched access tariff rate, as provided in Exhibit A.

5.3. Each Party shall be responsible for measuring the Traffic, measured in MOU, terminating into its network by the other Party.

5.3.1. Each Party will only charge the other Party for actual MOUs. Minutes of use and/or fractions thereof will be aggregated at the end of the billing cycle and rounded to the nearest whole minute.

5.3.2. In the event of unrecoverable data loss or errors in usage recording, the Parties agree to pay bills rendered based on estimated usage calculated as an average of the preceding three (3) month's bills where actual billing data was available.

6. Taxes.

Each Party shall charge and collect from the other Party, and the billed Party agrees to pay to the appropriate federal, state, and local taxes where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial tax exemption.

7. Billing and Payment.

7.1. Each Party shall bill the other on a monthly or quarterly basis for the services provided under this Agreement in accordance with the rates and charges set forth in Exhibit A and/or (if applicable) filed tariffs.

7.2. Each Party shall include sufficient detail of MOUs on its invoices to enable the other Party to reasonably verify the accuracy of the usage, charges, and credits.

7.3. The Parties shall pay invoiced amounts within forty-five (45) days of receipt of the invoice. For invoices not paid when due, late payment charges will be assessed on the past due balance, until paid, at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law for commercial transactions.

8. Disputed Amounts. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the billing Party of the invoiced amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Parties agree that they will each make a good faith effort to resolve any Disputed Amounts in accordance with Section 15. The billed Party shall pay when due all undisputed amounts to the billing Party. A Party may by notice include a prospective notice of Disputed Amounts applicable to future invoices. If the Disputed Amount is resolved in favor of the billing Party, the billing Party may charge, and the billed Party agrees to pay, at the billing Party's option, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1 ½%) per month or the maximum non-usurious rate of interest under applicable law. Late payment charges shall be included on the next statement. The billed Party shall thereafter pay the Disputed Amount with late charges.

9. Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

9.1. Resolution. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party

causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

10. Trouble Reporting. In order to facilitate trouble reporting and to coordinate the repair of any interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with such interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contact:

Red River (LEC):

NOC Contact Number: 701-553-8309
After Business Hours: 800-417-8685
Facsimile Number: 701-553-8396

Sprint:

Contact Number: 888-859-1400
Facsimile Number: 913-859-4987
E-Mail: nocc@NMCC.sprintspectrum.com

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, services, or arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

11. This Agreement is subject to approval by the Commission. All terms and conditions of this Agreement are subject to modification and true-up as needed to comply with the Commission Order approving this Agreement. Any modifications to this Agreement as a result of the process of review and approval by the Commission will be deemed to be effective as of the Effective Date identified in Section 12 below.
12. Term. This Agreement shall become effective October 1, 2004 ("Effective Date") remain and in effect until October 1, 2005. Thereafter, the Agreement shall automatically renew for additional twelve (12) month terms, unless either Party gives the other Party notice of intent to terminate or renegotiate at least ninety (90) days prior to the expiration date. Notwithstanding a notice of termination or renegotiation, this Agreement shall remain in

effect until (a) replaced by another agreement negotiated or arbitrated between the Parties pursuant to applicable law, including a reciprocal compensation arrangement for indirect Traffic exchanged via a third-party Tandem Switch; or (b) subject to the prior approval of the Commission, the Parties disconnect any connecting facilities or terminate service arrangements.

13. Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party, provided, however, that (a) the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of the written notice thereof; and (b) neither Party may disconnect service or terminate service arrangements to the other Party without first obtaining the approval of the Commission. The Parties agree to cooperate with each other in any transition resulting from any such discontinuation of Connecting Facilities or service arrangements in order to minimize the impact to customers which may result from such discontinuance.
14. Liability Upon Termination. Termination of the Agreement for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination of this Agreement.
15. Dispute Resolution Process. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for (i) an action seeking to compel compliance with the confidentiality provision of Section 21 or this dispute resolution process (venue and jurisdiction for which will be in Minneapolis-St. Paul, Minnesota) or (ii) disputes that fall within the jurisdiction of the FCC or Commission, unless the Parties agree at the time of the dispute to submit the matter to arbitration under this Agreement rather than the FCC or the Commission.
 - 15.1. At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of ninety (90) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer business representatives, but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from

discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without concurrence of both Parties.

- 15.2. If the negotiations do not resolve the dispute within ninety (90) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration by a single arbiter pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or such other rules to which the Parties may agree. If the Parties agree to submit the dispute to arbitration, the arbitration hearing shall be commenced within forty-five (45) days after such agreement and shall be held in Minneapolis-Saint Paul, Minnesota. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specific in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the Parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 15.3. Each Party shall bear its own costs and attorneys' fees of the arbitration procedures set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.
- 15.4. Neither Party shall terminate or suspend the provision of any service or other performance under this Agreement during the pendency of any dispute resolution or arbitration undertaken pursuant to this Section.
- 15.5. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall, no later than sixty (60) days after the matter should have reasonably been discovered, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item. No claim, demand, dispute or other judicial or administrative action, regardless of form, arising out of or relating to this Agreement may be brought by either Party more than two (2) years after the cause of action arises
16. Notice of Changes. If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change will provide at least ninety (90) days advance written notice of the nature of the changes and when the change will occur.
17. Warranty. NEITHER PARTY GUARANTEES NOR WARRANTS THE INSTALLATION OF ANY OF THE FACILITIES, OR THE PROVISION OF ERROR-FREE OR INTERRUPTION-FREE TELECOMMUNICATIONS SERVICE. THIS AGREEMENT EXCLUDES ALL WARRANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY. THIS PROVISION SHALL NOT SERVE TO ELIMINATE OR LIMIT ANY COMMISSION QUALITY OF SERVICE OBLIGATIONS IMPOSED ON CARRIER PURSUANT TO APPLICABLE STATE LAW.

18. Limitation of Liability. IN THE ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF PROFITS) ARISING IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES' ONLY LIABILITY UNDER THIS AGREEMENT IS FOR DIRECT, ACTUAL DAMAGES RESULTING FROM THE CAUSING PARTY'S CONDUCT OR THE CONDUCT OF ITS AGENTS OR CONTRACTORS IN PERFORMING THE OBLIGATIONS CONTAINED IN THIS AGREEMENT. TO THE EXTENT LEC CAUSES SPRINT SUCH DAMAGE, SUCH DIRECT, ACTUAL DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ESTIMATED AMOUNTS SPRINT WILL PAY OR CREDIT TO LEC DURING THE INITIAL TERM OF THIS AGREEMENT. TO THE EXTENT SPRINT CAUSES LEC SUCH DAMAGE, SUCH DIRECT, ACTUAL DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ESTIMATED AMOUNTS LEC WILL PAY OR CREDIT SPRINT DURING THE INITIAL TERM OF THE AGREEMENT. EACH PARTY'S REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

19. Indemnification. Each Party shall indemnify and hold harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from service under this Agreement, to the extent that the Indemnifying Party is liable or responsible for said third-party claims, losses, damages, or court actions; provided, however, that neither Party shall be obligated to indemnify and hold harmless the other Party with respect to any claims, lawsuits or court actions for indirect, incidental, special, punitive or consequential damages (including but not limited to loss of business, loss of use or loss of profits) by the other Party's End-User Customers except in the case of gross negligence or willful misconduct by the Party. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include but is not limited to costs and attorneys' fees.

- 19.1. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

20. Survival. Termination of this Agreement for any cause shall not release either Party from any liability which, at the time of termination, had already accrued to the other Party or which thereafter accrues in any respect for an act or omission occurring prior to the termination or from an obligation expressly stated in this Agreement. The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.
21. Confidentiality. The Parties to this Agreement recognize they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business of networks as a result of this Agreement. Any information of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party, its employees, contractors or agents (a "Receiving Party") regardless of form pursuant to this Agreement shall be deemed the property of the Disclosing Party. If a Disclosing Party deems its information provided to the Receiving Party to be "Confidential Information" such information shall, if written, clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure; provided, that the following information shall be deemed Confidential Information, whether or not marked or identified as such: oral or written negotiation, order for services, usage information in any form and Customer Proprietary Network Information as that term is defined in the Act and rules and regulations of the FCC. Each Party agrees to treat all Confidential Information as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose Confidential Information to any person without first securing the written consent of the other Party. If any Receiving Party is required by any governmental authority or by applicable law or subpoena to disclose any Confidential Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Confidential Information and other documents, work papers, and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information to keep confidential and not use any such information, unless such information is now or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public. The obligations of this Agreement shall survive the termination of this Agreement for a period of three (3) years.
22. Disclaimer of Agency. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

23. Business Records. Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. The Parties will cooperate to minimize the amount of travel required to perform audits. Any audit shall be performed as follows:
- 23.1. following at least thirty (30) business days prior written notice to the audited Party,
 - 23.2. subject to the reasonable scheduling requirements and limitations of the audited Party,
 - 23.3. at the auditing Party's sole expense
 - 23.4. of a reasonable scope and duration,
 - 23.5. in a manner so as not to interfere with the audited Party's business operations, and
 - 23.6. in compliance with the audited Party's security rules.
24. Assignments, Successors and Assignees. A Party may not assign or transfer this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, a Party may assign this Agreement, or any portion thereof, without consent to any entity that controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not in any way affect or limit the rights and obligations of the Parties under the terms of this Agreement. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their lawful successors and assigns. A Party assigning this Agreement to a third party shall provide written notice to the other.
25. Independent Contractor Relationship. The persons implementing this Agreement on behalf of each Party shall be solely that Party's employees or contractors and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose whatsoever. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours or labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other in accordance with Section 19 for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
26. Force Majeure. Neither Party shall be liable for any delay or failure to perform in accordance with any part of this Agreement from any cause beyond its reasonable control, including, without limitation, acts of nature, acts of civil or military authority, government

regulations, embargoes, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, other major environmental disturbances of unusually severe weather conditions (collectively, a "Force Majeure Event").

27. Notices. Notices given by one Party to the other Party under this Agreement shall be in writing to the addresses of the Parties set forth below and shall be (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested; or (iv) delivered by facsimile copy. Any such notice given under this Agreement shall be effective upon receipt of the Party.

Sprint
Sprint PCS
Attention: Legal Regulatory
Department
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2060
Overland Park, KS 66251

Red River (LEC)
General Manager
506 Broadway
Abercrombie, ND 58001

With a copy to:

Sprint PCS
Manager: Wholesale &
Interconnection Managment
6450 Sprint Parkway
Mailstop: KSOPHN0212
Overland Park, KS 66251

Any Party may specify a different address by notifying the other Party in writing of such different address in the manner provided in this Section.

28. No Third Party Beneficiaries. This Agreement does not provide any person not a party, assignee or successor to this Agreement and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege in excess of those existing without reference to this Agreement.
29. 911/E911, O minus. Each Party shall be responsible for its own independent connections to the 911/E911 network and for handling O minus calls.
30. Governing Law. This Agreement shall be governed by and construed in accordance with the Act and the FCC's rules and regulations, except insofar as state law may control any aspect of this Agreement, in which case North Dakota state law shall control.
- 30.1. Each Party shall remain in compliance with applicable law in the course of performing this Agreement.

- 30.2. Neither Party shall be liable for any delay or failure in performance by it that results from requirements of applicable law, or acts or failures to act of any governmental entity or official.
- 30.3. Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 30.4. If any provision of this Agreement shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.
- 30.5. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in applicable law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.
- 30.6. Section 30.5 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed prospectively effective upon execution by the Parties of an amendment to this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such decision, order, determination or action, or the resulting appropriate modifications to this Agreement, either Party may commence the dispute resolution process described in Section 15 of this Agreement, it being the intention of the Parties that this Agreement shall be brought into conformity with the then current obligations under applicable laws.
31. Entire Agreement. This Agreement, including the Service Attachment(s) and Exhibit A, shall constitute the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statement, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
32. Amendments. This Agreement may not be modified or amended other than by a written instrument executed by both Parties. No waiver of any provisions of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed. Any waiver of default by the other Party shall not be deemed a waiver to any other default.

No course of dealing or failure of either Party to strictly enforce any term, covenant or condition of this Agreement in any one or more instances will be construed as a waiver or relinquishment of any such terms, covenants or conditions, but the same shall be and remain in full force and effect. Any amendment, modification, or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by applicable law.

33. Counterparts. The undersigned signatories represent they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate parts which together will constitute a single, integrated Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first listed below.

Sprint

W. Richard Morris
Name W. Richard Morris

Vice President, External Affairs

Title

NOV 17 2004

Date

Red River Telecom, Inc.

Jeffrey J. Dean
Name

GENERAL MANAGER

Title

11/24/04

Date

EXHIBIT A

Reciprocal Compensation Rate

Subject Traffic Transport and Termination

\$_.02

Billing Factors

InterMTA Traffic

One percent (1%) of total Traffic (as measured by MOUs) originated by Sprint and originated by LEC shall be deemed to be InterMTA Traffic, and shall be subject to LEC's interstate switched access tariff charges.

Other Services

The Parties may purchase services not specifically addressed in this Agreement pursuant to the other Party's appropriate tariff or price list.

BILLING CONTACTS

The complete list of the Sprint and LEC (OCN codes) covered by this Agreement are listed below. Notice will be provided of any addition, deletion or change in name associated with these listed OCN codes

SPRINT OCNs

6664

4061

Bills for OCN 6664 should be sent to:

Sprint PCS

Attn: Access Verification

Mailstop KSOPHL0412

PO Box 6827

Shawnee Mission, KS 66206-0827

Bills for OCN 4061 should be sent to:

Northern PCS

126 Division Street

Waite Park, MN 56387

LEC OCNs

Bills for OCN 1603 (Red River Telecom, Inc.) should be sent to:

PO Box 136

506 Broadway

Abercrombie, ND 58001